



ADDENDUM No. 1

CITY OF MILPITAS MILPITAS, CALIFORNIA ENGINEERING DIVISION

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

Fire Station No. 2 Demolition

PROJECT NO. 3447

Date: February 28, 2020

To: Plan Holders - Prospective Bidders of the subject project

From: Michael Silveira, P.E.
CIP Manager

Attached is Addendum #1 for the subject project. This addendum forms a part of the Contract Documents and modifies the Bid Documents as noted below. Acknowledgement of receipt of this addendum in the space provided in the Proposal is required. Failure to acknowledge an addendum may subject the bidder to disqualification.

At 2:00 p.m. on March 10, 2020, all bidders will submit their bids as set forth in bid documents and as amended by the following:

ADDENDUM No. 1

CLARIFICATION

1. For information, enclosed is the sign-in sheets and agenda issued at pre-bid meeting on February 20, 2020 and February 25, 2020. Note that this is a Non-mandatory pre-bid meeting. See Exhibit A.
2. Drawing Revision: On sheet CD-001,
 - a. Key note 17, replace the note entirely with “ Remove and dispose of existing irrigation control valve”
 - b. Demolition notes #1 , replace the note entirely with “ scope of work for this permit is within the property line. Public sidewalk demolition shall not be part of this permit as it is within the public right of way, *unless otherwise noted.* “
3. Drawing Revision: On sheet CD-002, concrete washout is not needed. Remove detail #3 from the drawing.
4. Per key notes #22 and #23, existing water and sewer services shall be abandoned and disconnected at the water and sewer main per City standard requirements . Contractor shall submit the traffic control to the City for review and approval prior to starting the work.
5. Replace the bid schedule and measurement and payment with the updated one shown on Exhibit B.

New Bid Item #6: Hazardous Material Abatement

Contractor shall carefully review Pre-demolition Hazardous material survey, dated July 29, 2019, included in the back of the Project Specification as Appendix B and provide costs to remove and disposal of hazardous materials in Fire Station No. 2, in accordance with the contract documents, including, but not limited to, the removal and disposal of all asbestos containing material(s) which are known to be present; the packaging and recycling or disposal of all lead containing material(s), which are known to be present; fluorescent light tubes; light ballasts; chemical cleaners; and fluids, all in accordance with applicable Federal, State and regional laws and regulations.

The Contractor shall have all the necessary certifications and is responsible for disposing of all such materials in a safe and legal manner. Prior to the abatement, the contractor shall submit all the required documents to the City for review and approval. The hazardous materials abatement and removal operations shall occur prior to any demolition operations.

All air monitoring, sampling and testing shall be done by the City's hazardous materials consultant. The cost for these services will be borne by the City and shall not be included in the Contractor's bid price. The Contractor shall provide access for the air monitoring technician to take air samples at all times.

6. The contractor will not have access to the site until the end of April 2020.

END OF ADDENDUM No. 1


This addendum shall be signed by each bidder and kept for their files. Acknowledgement of receipt of this addendum in the space provided in the Proposal is required. Failure to acknowledge an addendum may subject the bidder to disqualification.

I,

representing

have carefully read this addendum, understand it, acknowledge receipt of this addendum and will comply its terms.

This addendum is issued by



Michael Silveira, P.E.
CIP Manager

2/28/2020

Date

EXHIBIT A

SIGN IN SHEET & PRE-BID MEETING AGENDA

Milpitas Fire Station No. 2 Demolition Project 3447
 PRE-BID MEETING
 Thursday, February 20, 2020 @ 10 AM & Tuesday February 25 @ 2 PM
 Fire Station No. 2, 1263 Yosemite Drive, Milpitas, CA

Name	Company	E-Mail address	Phone Number
Lyhak Eam City Project Manager	City of Milpitas	leam@ci.milpitas.ca.gov	(408) 586-3349
Robert Kagiya Project Construction Manager	Swinerton/representing City of Milpitas	rkagiya@swinerton.com	(415) 500-1108
Leon Tang Assistant Civil Engineer	City of Milpitas	ltang@ci.milpitas.ca.gov	
Ali Mohammed Construction Project Engineer	Swinerton/representing City of Milpitas	Ali.Mohammed@swinerton.com	
Burrell E. Valle	ETBI	Burrell E. Valle Brothers.com	925-443-0225
Delora Gallon	DSGI	dgallon@dsgi.co (NOT com) 209 456 974/ ralatorre@dsgi.co (EST)	
Kevin Clendenin	Resource env	Bids@resource-env.com	562 4687000
CESAR AGUILAR	AMG	CAGUILAR@AMGOFCA.COM	415 5963139
→ Dave Cook	Dave Wright	→ dave.cookwrightdemo.com	925 58601473

Milpitas Fire Station No. 2 Demolition Project 3447
 PRE-BID MEETING
 Thursday, February 20, 2020 @ 10 AM & Tuesday February 25 @ 2 PM
 Fire Station No. 2, 1263 Yosemite Drive, Milpitas, CA

Name	Company	E-Mail address	Phone Number
Lyhak Eam City Project Manager	City of Milpitas	leam@ci.milpitas.ca.gov	(408) 586-3349
Robert Kagiya Project Construction Manager	Swinerton/representing City of Milpitas	rkagiya@swinerton.com	(415) 500-1108
Leon Tang Assistant Civil Engineer	City of Milpitas	ltang@ci.milpitas.ca.gov	
Ali Mohammed Construction Project Engineer	Swinerton/representing City of Milpitas	Ali.Mohammed@swinerton.com	
Dino Demko	Silverado Contractors	Ddemko@silveradocontractors.com	(408) 482-3424
DAVE BROWN	ONSITE CONTRACTORS	dbrown@weareonsite.com	(925) 321-6737
Jeff Wilson	CVE	jeffw@cvecorp.com	559-500-9936
Charlie Yelton	Yelton Co Inc	charlie@YeltonCompany	707 451 3366
Gustavo Hernandez	Ampco North	ghernandez@ampconorth.com	707 386 5365



City of Milpitas
Engineering Department
455 E. Calaveras Boulevard
Milpitas, CA 95035-5411

AGENDA

PRE-BID CONFERENCE

Milpitas Fire Station No. 2 Demolition
1263 Yosemite Drive
Project No. 3447

February 20, 2020 @ 10:00 AM, February 25, 2020 @ 2:00 PM
Location: Fire Station No. 2, 1263 Yosemite Drive

Any information discussed which deviates from the contract requirements shall not be binding on the City unless modified by written Addendum/Addenda.

1. INTRODUCTIONS

Please sign-in on the sign-in sheet.

2. PROJECT DOCUMENT OVERVIEW

- Plans & specifications.
- 40 Calendar Days to perform work.
- Engineer's Estimate: \$500,000 to \$700,000
- First chargeable day is 21 calendar days after receiving the Notice of Award.
- Liquidated damages \$5,000 per day for the project.
- All contractors and subcontractors working on this project must have a valid City of Milpitas Business license at the time work is performed.
- Prior to commencing work, the contractor shall purchase and maintain insurance as set forth in the General Conditions. Commercial General Liability insurance policy limits shall not be less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
- The Contractor shall use the City standard forms and documents provided within the specification for the administration of this contract.
- Contractor will not have access to the site until the end of April.
- Deferred Approval items include:
 - 1) Construction Waste Management Plan Worksheet
 - 2) Bay Area Air Quality Declaration
 - 3) Generator Closure Permit Application.

3. BID DATE: March 10, 2020 at 2:00 PM

Bidders deliver bids to the City of Milpitas, City Hall, 1st floor, Information Service Counter, 455 E. Calaveras Boulevard, Milpitas, California 95035.

4. PLANS & PLAN HOLDER LIST

Plans and specifications package can be purchased from Prints Charles Reprographics, 1643 South Main Street, Milpitas CA 95035, (408) 240-3330, www.printscharlesrepro.com or incoming@printscharlesrepro.com. Plan Holders List should be obtained from the City.

5. LICENSING REQUIREMENTS

The prime contractor shall possess a Class **A** General Engineering License, Class B, General Building Contractor License, or Class C-21, Building Moving/Demolition Contractor License from the California State Contractor License Board to bid on the project.

Additionally, the contractor shall have the proper license with hazardous material certification for the removal of the generator.

6. SUBCONTRACTING AND PREVAILING WAGE

- Bidder must self-perform at least 30% of the work.
- Subcontractor list is to be submitted with your bid. Bidder shall use the supplied form with the bid. You **MUST** complete all categories.
- The contractor and subcontractors performing work on this job shall pay prevailing wage for public works projects and comply with the requirements of the California Labor Code. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- Contractor and subcontractors listed on the bid proposal shall be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

7. PROJECT OVERVIEW

- Project scope generally consists of site and building demolition including: Removal and disposal of existing building, foundation and sub base material; existing generator, fuel convault and day tank; existing concrete and asphalt paving; existing landscaping including trees, shrub, and sod lawn; existing underground utilities (wet and dry); existing fencing, shed, signage, bollard and all other miscellaneous items inside the building and project site per Contract Document and Specifications; Cap, remove and dispose of existing underground utilities, Place and monitor temporary erosion and sediment controls per SWPPP requirements, Contractor to provide and conduct Biological Survey prior to removal of any tree, Obtain a building permit for fuel tank and generator removal; Cap and abandon water, sewer and storm drain service in the Public Right of Way; coordinate with utility companies, and provide traffic control.
- Site Data and documents included in the Project Manual and available at City Hall.

- Temporary Fire Station tenant improvements to be completed by early April 2020. Thereafter, staff and select contents will move from Fire Station No. 2 to Temporary Fire Station site.

8. TEMPORARY STAGING AREA

- The City will allow the contractor to use the site as a temporary staging area.

9. WORK HOURS

- Regular work hours: 7 a.m. to 5 p.m.
- City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days notice for review and approval.

10. TRAFFIC CONTROL

- Contractor must maintain public access for emergency responders, vehicles, and pedestrians at all times.
- Construction-related activities need to be kept within the City R/W.
- The contractor shall only post “no parking” signs for areas of work where construction activities will take place within one week.
- Approved Traffic Control Plan to perform water and sewer abandonment.

11. MAINTENANCE OF ACCESS AND PUBLIC COORDINATION

- Must maintain an ADA accessible walkway along all sides of the street at all times.
- At the conclusion of the working shift, all ADA accessible walkway shall be open on both sides of the street.

12. WATER POLLUTION CONTROL WORK (RISK LEVEL 1)

- The contractor shall submit the project specific SWPPP/BMP and shall not start work until acceptance of the SWPPP.
- Contractor to maintain BMP until hand over to Fire Station Replacement contractor.

13. COORDINATION WITH UTILITY COMPANIES

- Contractor shall coordinate with all utility companies, regulatory agencies, and property owners related to this project.
- Contractor shall coordinate the notification requirements of adjacent property owner prior to removal of trees.

- The Contractor shall have a representative onsite when the utility companies are working on their portion of the utility work and have crews available to perform work as required for the utility companies to complete their work.

14. COMMUNICATION

The following address should be used: City of Milpitas
455 E. Calaveras Boulevard
Milpitas, CA 95035-5411
Attn: Lyhak Eam, P.E., Associate Civil Engineer
Bus: (408) 586-3349, FAX: (408) 586-3305
leam@ci.milpitas.ca.gov

15. QUESTIONS

Refer questions to the Project Manager in writing either by fax, or email. Deadline for bidder questions is February 28, 2020 at 2 PM.

EXHIBIT B

**REVISED BID SCHEDULE AND
MEASUREMENT AND PAYMENT**

1.2 **BID SCHEDULE**

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL ITEM PRICE
1.	Mobilization and Demobilization	LS	1		
2.	Demolition and Off-Haul	LS	1		
3.	SWPPP	LS	1		
4.	Trees Removal	LS	1		
5.	Traffic Control	LS	1		
6.	Hazardous Material Abatement	LS	1		
TOTAL BASE BID PRICE					

Bidders must provide pricing for every bid item. The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Total Item Price set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Price" column, then the amount set forth in the "Item Price" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

Alternate Bids BIDS	Description	Unit of Measure	Est. Quantity	Unit Price	Total Item Price
ALTERNATE #1 <input checked="" type="checkbox"/> Add <input type="checkbox"/> Deduct	Monthly maintenance for SWPPP	Monthly	6	\$	\$

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

01 20 00 – MEASUREMENT AND PAYMENT

Bid Item No.1 – Mobilization and Demobilization

The Contract lump sum price paid for “Mobilization and Demobilization,” not to exceed five percent (5%) of total contract, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work and associated costs involved, but not limited to, for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, bonds and insurance, project close out, and site cleanup of offices and other necessary general facilities for the contractor's operations at the site as specified in Technical Provisions, as shown on the plans, and as directed by the Engineer, and no additional compensation shall be allowed therefore.

Payment for the lump sum price of “Mobilization and Demobilization” shall be 50% after the mobilization and 100% upon the completion of all work. Refer to Section E-04 “Mobilization”.

Bid Item No.2 – Demolition and Off-haul

The Contract lump sum price paid for “Demolition and Off-Haul” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, but not limited to, demolition, removal and disposal of existing building, tool shed, foundation, hardscape, utilities, fencing, grading, generator, fuel tank, CMU wall and other miscellaneous work; disconnection and capping of utilities at the property line and in the public right of way; relocation of existing steel container to other site as indicated on the drawing; and off-hauling and disposal of all debris to approved legal disposal site including any required testing and fees; permitting for removal of fuel tank and generator; and coordination with contractors, PG&E, and AT&T as shown on the plans, as specified in these Technical Provisions and State Standard Specification, and as directed by the Engineer, and no additional compensation shall be allowed therefore.

Bid Item No.3 – Water Pollution Control Work

The contract lump sum price paid for “Water Pollution Control Work” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the preparation of and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) for a Risk Level 1 construction site and for implementation of the SWPPP, including collection and input of data required by the SWPPP, compliance with the State General Construction Permit complete in place, as shown on the Contract Drawings, as specified in these Technical Provisions and State Standard Specification, and as directed by the Engineer, and no additional compensation shall be allowed therefore.. Refer to Section E-12 “ Water Pollution Control Work”.

Payment of the lump sum price for “Water Pollution Control Work” shall be a maximum of 25% upon City’s acceptance of the Storm Water Pollution Prevention Plan (SWPPP). A maximum of 25% of the lump sum price shall be paid to the Contractor upon installation of the initial water pollution control measures for the entire project. The remainder of the lump sum price for Water Pollution Control Work shall be paid to the Contractor for maintenance and removal of the water pollution control measures. This payment amount shall be prorated until the Notice of Termination for the project site is submitted by the City.

Bid Item No.4 – Trees Removal

The Contract lump sum price paid for “Trees Removal” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved removal, disposal, grinding and treatment of stumps and grade restoration, coordination and notification with adjacent property owner as specified in these Technical Provisions, as shown on the Contract Drawings, and as directed by the Engineer, and no additional compensation shall be allowed therefore. Refer to Section E-03 “Trees Removal”.

Bid Item No.5 – Traffic Control

The contract lump sum price paid for “Traffic Control” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Traffic Control, complete in place, including preparation and approval process for Traffic Control/Staging/Detour Plans and Truck/Haul Route plans, warning devices, beacons, flagger(s), temporary pavement delineation, detours for sidewalk closures, signage, placing, removing, storing, maintaining, moving to new locations, re-sequencing to accommodate project schedule, replacing and disposing of the components of the traffic control system, and traffic control devices as specified in the State Standard Specifications, these Technical Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore. Total lump sum shall not exceed 3% of the total Base Bid.

Bid Item No.6 – Hazardous Material Abatement

The contract lump sum price paid for “Hazardous Material Abatement” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in, pre-job submittal; periodic submittal; preparation of hazardous material management plan; work area set up; site protection controls; the removal and disposal of all asbestos containing material(s) which are known to be present; the packaging and recycling or disposal of all lead containing material(s), which are known to be present; fluorescent light tubes; light ballasts; chemical cleaners; and fluids, all in accordance with applicable Federal, State and regional laws and regulations, as specified in these Technical Provisions and no additional compensation shall be allow therefore.

Add Alternate Bid Item No. 1 - Monthly Maintenance for SWPPP

The contract unit price paid per month for “Monthly Maintenance of SWPPP” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work to continue the maintenance and implementation of the Risk Level 1 Storm Water Pollution Prevention Plan (SWPPP) after the final acceptance of the demolition work until the City files Change of Information with the State. The work includes collection and input of data required by the SWPPP and compliance with the State General Construction Permit as shown on the Contract Drawings, as specified in these Technical Provisions and State Standard Specification, and as directed by the Engineer, and no additional compensation shall be allowed therefore. Refer to Section E-12 “Water Pollution Control Work”.

The Contractor shall provide a monthly cost for the work. Payment of the unit price for “Monthly Maintenance of SWPPP” will be monthly until the City files Change of Information with the State.